

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CONCILIATION AGREEMENT

between

NAME REDACTED

(Complainant)

And

Logan Robinson

Melissa Mollett

(Respondents)

Under

Title VIII of the Civil Rights Act of 1968, as amended (Fair Housing Act)

Approved by the FHEO Regional Director on behalf of the United States Department of
Housing and Urban Development

FHEO CASE NUMBER: 10-15-0230-8 (Title VIII)

HUD Date Filed: May 8, 2015

Effective Date of Agreement: 7/5/2018

Expiration Date of Agreement: 7/5/2021

A. PARTIES AND SUBJECT PROPERTY

Complainant

NAME REDACTED
ADDRESS REDACTED

Pocatello, ID 83201

Other Aggrieved Parties

NAME REDACTED
ADDRESS REDACTED

Pocatello, ID 83201

NAME REDACTED
ADDRESS REDACTED

Pocatello, ID 83201

Respondents¹

Logan Robinson
c/o Cindy Reed
3945 N. Canyon Rd.
Provo, UT 84604

Melissa Mollett
594 Jefferson
Pocatello, ID 83201

Subject Property

ADDRESS REDACTED

Pocatello, ID 83201

B. STATEMENT OF FACTS

On May 8, 2015, Complainant **NAME REDACTED** filed a complaint with the United States Department of Housing and Urban Development (“the Department” or “HUD”)

¹ The complaint also listed two additional Respondents: Rosalee Robinson, who was erroneously identified as having had an ownership interest in the subject property during the relevant period, and Tory LNU (“Last Name Unknown), whose identity has not been ascertained. See also paragraph E12 of this Conciliation Agreement.

alleging that she was discriminated against based on her disability-related need for an assistance animal. Complainant alleged that the conduct of Respondents Logan Robinson and Melissa Mollett (jointly, “Respondents”) violated §§ 804(f)(2), 804(3)(B) and 818 of the Fair Housing Act as amended in 1988, 42 U.S.C. 3601 *et seq.* (“the Act”).

Respondents deny having discriminated against Complainant but agree to settle the claims in the underlying action by entering into this Conciliation Agreement.

C. TERM OF AGREEMENT

1. This is a Conciliation Agreement between the Complainant, named above, and Respondents, named above. As expressly stated herein, this Conciliation Agreement (“Agreement”) shall govern the conduct of the parties to it for a period of three (3) years from the effective date of the Agreement.

D. EFFECTIVE DATE

2. The parties expressly agree that this Agreement constitutes neither a binding contract under state or federal law nor a Conciliation Agreement pursuant to the Act, unless and until such time as it is approved by the Department, through the Office of Fair Housing and Equal Opportunity (“FHEO”) Regional Director, or her designee.
3. This Agreement shall become effective on the date on which it is approved by the FHEO Regional Director, or her designee.

E. GENERAL PROVISIONS

4. The parties acknowledge that this Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm that they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement.
5. The Respondents acknowledge that they have an affirmative duty not to discriminate under the Act, and that it is unlawful to retaliate against any person because that person has made a complaint, testified, assisted, or participated in any manner in a proceeding under the Act. Respondents further acknowledge that any subsequent retaliation or discrimination constitutes both a material breach of this Agreement, and a statutory violation of the Act.
6. This Agreement, after it has been approved by the FHEO Regional Director, or her designee, is binding upon Respondents, their employees, heirs, successors and assigns and all others in active concert with them in the ownership or operation of the subject property.

7. It is understood that, pursuant to Section 810(b)(4) of the Act, upon approval of this Agreement by the FHEO Regional Director, or her designee, it is a public document.
8. This Agreement does not in any way limit or restrict the Department's authority to investigate any other complaint involving Respondents made pursuant to the Act, or any other complaint within the Department's jurisdiction.
9. No amendment to, modification of, or waiver of any provisions of this Agreement shall be effective unless: (a) all signatories or their successors to the Agreement agree in writing to the amendment, modification or waiver; (b) the amendment, modification or waiver is in writing; and (c) the amendment, modification, or waiver is approved and signed by the FHEO Regional Director or her designee.
10. The parties agree that the execution of this Agreement may be accomplished by separate execution of consents to this Agreement, the original executed signature pages to be attached to the body of the Agreement to constitute one document.
11. It is understood that Respondent Logan Robinson ("Respondent Robinson") is deceased. It is also understood that in January 2017, prior to his death, Respondent Robinson transferred ownership of his residential real estate holdings, including ownership of the subject property, into the Logan Dean Robinson Revocable Living Trust (the "Trust"). It is further understood that Cindy Reed, as executor of Respondent Robinson's estate and trustee of the Trust, will sign this Agreement on Respondent Robinson's behalf, and will assume responsibility for complying with all terms of this Agreement applicable to Respondent Robinson, his estate, and/or the Trust.
12. The parties agree that this Agreement fully and finally resolves the complaint as to Respondents Rosalee Robinson and Tory LNU, though they are not signatories to the Agreement.
13. Complainant hereby forever waives, releases, and covenants not to sue the Department or Respondents, their successors, heirs, executors, assigns, agents, officer, board members, employees and attorneys with regard to any and all claims, damages and injuries of whatever nature whether presently known or unknown, arising out of the subject matter of HUD Case Number 10-15-0230-8, or which could have been filed in any action or suit arising from said subject matter.
14. Respondents hereby forever waive, release, and covenant not to sue the Department or Complainant and their successors, heirs, executors, assigns, agents, officers, board members, employees and attorneys with regard to any and all claims, damages and injuries of whatever nature whether presently known or

unknown, arising out of the subject matter of HUD Case Number 10-15-0230-8 or which could have been filed in any action or suit arising from said subject matter.

F. RELIEF FOR COMPLAINANT

15. Respondent Robinson agrees to pay Complainant the sum total of six thousand dollars (\$6,000) within twenty-one (21) business days of the effective date of this Agreement. Payment will be made by check made payable to **NAME REDACTED** and mailed to Complainant at **ADDRESS REDACTED** via U.S. certified mail or other delivery service with tracking capability.

To show compliance with paragraph F15, Respondent Robinson will provide a copy of the check identified above to the Department within thirty (30) business days of the effective date of this Agreement, together with a copy of the delivery tracking report or certified mail receipt as evidence of delivery. The photocopy of the check and delivery information should be sent to the address specified in paragraph I30 of this Agreement.

G. RELIEF IN THE PUBLIC INTEREST

16. Respondents agree that within one hundred and five (105) calendar days of the effective date of this Agreement, Cindy Reed and Ricky Robinson, as well as any other individual who interacts with or makes housing-related decisions concerning tenants occupying dwelling units owned, in whole or in part, by the Trust, will attend a training session on fair housing lasting at least three (3) hours, including coverage of the Act and reasonable accommodations. Training shall be provided by either the Department, or a qualified fair housing attorney or qualified fair housing organization approved in advance by the Department. Respondents shall bear the cost of the training, if any. It is understood that Respondent Melissa Mollett ("Respondent Mollett") is exempt from this requirement as she no longer participates in the management of or owns residential real estate; Respondent Mollett agrees that if she resumes ownership and/or management of any residential rental property during the term of this Agreement, she will attend a fair housing training class and complete the requirements set forth in this paragraph within ninety (90) days of resuming such role.

To show compliance with the above paragraph Respondents agree that within thirty (30) calendar days of completion of the training session they will submit to the Department Certificates of Completion that will include the name of the individual trained, the date of the training, the organization or firm that provided the training, and the name(s) and title(s) of the trainer(s). This documentation shall be provided to the Department at the address specified in paragraph I30 below.

17. Respondent Robinson agrees to, within one hundred and five (105) calendar days from the effective date of this Agreement, create a written Reasonable Accommodation and Reasonable Modification Policy (“Policy”) that is consistent with the Act, the Joint Statements of HUD and the Department of Justice on “Reasonable Accommodations under the Fair Housing Act” (<https://www.hud.gov/sites/documents/huddojstatement.pdf>) and “Reasonable Modifications under the Fair Housing Act” (https://www.hud.gov/sites/documents/reasonable_modifications_mar08.pdf), and Section I of HUD Notice FHEO-2013-01, “Service Animals and Assistance Animals for People with Disabilities in Housing and HUD-Funded Programs” (https://www.hud.gov/sites/documents/SERVANIMALS_NTCFHEO2013-01.PDF). The Policy will ensure that reasonable accommodation and reasonable modification requests are consistently recorded and responded to in a timely manner. The Policy must explicitly acknowledge and advise employees, tenants and prospective tenants that an emotional support or companion animal may qualify as a reasonable accommodation under the Act. The Policy shall acknowledge that medical verification may be necessary if the disability and/or need for the accommodation or modification is not obvious and apparent. The Policy shall further acknowledge that such verification may come from a doctor or other medical professional, such as a therapist, physician’s assistant, nurse, counselor, social worker, a non-medical service agency, or a reliable third party who is in a position to know about the individual’s disability. Respondent Robinson further agrees to implement the Policy in a manner compliant with the Act, the Joint Statements referenced above, and Section I of HUD Notice FHEO-2013-01 at all properties in which the Trust has an ownership interest within one hundred and thirty-five (135) days from the effective date of this Agreement.

To show compliance with paragraph G17, Respondent Robinson agrees to submit a copy of the Policy to the Department within one hundred and ten (110) calendar days of the effective date of this Agreement, and further agrees to submit, within one hundred and thirty-five (135) days of the effective date of this Agreement, documentation to the Department showing that said Policy has been implemented at the required properties. This documentation shall be provided to the Department at the address specified in paragraph I30 below.

18. Respondent Robinson agrees to distribute the Policy as set forth in paragraph G17 to current tenants at all properties in which the Trust has an ownership interest within one hundred and thirty-five (135) calendar days of the effective date of this Agreement.

To show compliance with paragraph G18, within one hundred and forty (140) calendar days of the effective date of this Agreement Respondent Robinson will send to the Department a written statement explaining how the Policy was distributed. The written statement shall be sent to the Department at the address set forth in paragraph I30 below.

19. Respondent Robinson agrees to revise its lease agreements all properties in which the Trust has an ownership interest to include the Policy as set forth in paragraph G17 (“revised lease”) starting within one hundred and thirty-five (135) calendar days of the effective date of this Agreement.

To show compliance with paragraph G19, Respondent Robinson will send a copy of the revised lease to the Department at the address set forth in paragraph I30 below within one hundred and forty (140) calendar days of the effective date of this Agreement.

20. Respondents acknowledge that reasonable accommodation/modification requests can be made orally or in writing, and that housing providers must give appropriate consideration to requests even if the querent does not use the provider’s designated form. Additionally, Respondents understand that the Act does not prescribe a uniform procedure for requesting a reasonable accommodation/modification to be used with all providers. To request an accommodation or modification, an individual need not use a specific written form, mention the Act or use the phrase “reasonable accommodation” or “reasonable modification.” In general, a tenant or prospective tenant should make clear to the housing provider that he or she is requesting that an exception, change, or adjustment be made to a rule, policy, practice, or service, or that a modification be made to a building or dwelling unit because he or she has a disability.

21. Respondent Robinson agrees that within one hundred and five (105) calendar days of the effective date of this Agreement, he will create a Reasonable Accommodation and Modification Request Form that complies with the Act (“Form”), and will make the Form readily available to all applicants and current and future tenants, at all properties in which the Trust has an ownership interest. The Form will be available at all leasing offices. It is understood that reasonable accommodation and reasonable modification requests may be made verbally and persons seeking reasonable accommodations or reasonable modifications need not use this form; however, staff can assist individuals in filling out the form or can complete the form on behalf of the person requesting reasonable accommodation and /or modification such that there will be a written record of every request for reasonable accommodation and/or modification.

To show compliance with paragraph G21, Respondent Robinson agrees to send a copy of the Form to the Department at the address specified in paragraph I30 below within one hundred and ten (110) calendar days of the effective date of this Agreement.

22. Respondent Robinson agrees that within one hundred and five (105) calendar days of the effective date of this Agreement, he will create, and implement at all properties in which the Trust has an ownership interest, an “Assistance Animal

Agreement” that complies with the Act and Section I of HUD Notice FHEO-2013-01, “Service Animals and Assistance Animals for People with Disabilities in Housing and HUD-Funded Programs” (https://www.hud.gov/sites/documents/SERVANIMALS_NTCFHEO2013-01.PDF). Respondent Robinson agrees that this Assistance Animal Agreement will replace all prior rules, applications and forms used to approve and regulate the presence of assistance animals on Respondent Robinson’s properties, including, but not limited to those documents provided to Complainant in January 2015 (“Application for Service Animal” and “Assistance Animal Agreement”).

To show compliance with paragraph G22, Respondent Robinson agrees to send a copy of the Form to the Department at the address specified in paragraph I30 below within one hundred and ten (110) calendar days of the effective date of this Agreement.

23. Respondent Robinson agrees to track all requests for reasonable accommodation and/or reasonable modification in an Excel spreadsheet (“Tracking Sheet”) at all properties in which the Trust has an ownership interest. The Tracking Sheet shall state whether the requester is a tenant or applicant, the name of the requester, the requester’s address, the date of the request, what the request is, whether and on what date verification of disability and/or need was requested, whether and on what date such verification was provided, whether the request was approved or denied, the approval or denial date, and if Respondent Robinson is required to take any affirmative action (i.e. reassigning a parking space), the date that action was completed. Respondent Robinson further agrees to maintain all records related to reasonable accommodation and/or modification requests listed in the Tracking Sheet, including, but not limited to, electronic and paper communications, medical letters, and verification forms.

To show compliance with this paragraph, Respondent Robinson agrees to provide to the Department, at the address set forth in paragraph I30, with a copy of the Tracking Sheet, according to the schedule set forth below. The schedule for providing the Tracking Sheet to the Department is as follows: during the first year of the Agreement, Respondents shall provide the Tracking Sheet at one hundred and five days, one hundred and eighty days, two hundred and seventy days, and three hundred and sixty days (105 days, 180 days, 270 days, and 360 days). For the second and third years of this Agreement, Respondents shall provide the tracking Sheet on an annual basis (on June 12, 2020 and on June 12, 2021).

24. Respondent Robinson shall display and maintain a fair housing poster as described in Part 110.25 of Title 24 of the Code of Federal Regulations, at all locations where dwelling units are offered for sale or rental by one or more Respondent. Said posters shall be prominently displayed so as to be readily apparent to all persons seeking housing accommodations.

25. Respondent Robinson agrees that any and all advertisements or postings will continue to contain the following phrase "Equal Housing Opportunity" conspicuously located within the text.
26. Respondent agrees to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford a disabled person equal opportunity to use and enjoy housing, and further agree to permit reasonable modifications of existing premises occupied or to be occupied by a disabled person, if such modifications may be necessary to afford such person full enjoyment of the premises, as required by the Act and as outlined in 24 CFR part 100 et seq.
27. Respondents agree to refrain from discriminating on the basis of race, national origin, color, disability, sex, religion and familial status as protected under federal law. Respondent agrees to comply with all of the provisions of the Act and as outlined in 24 CFR part 100 et seq.
28. Respondent Robinson agrees to communicate the provisions of this Agreement, within thirty (30) days of its effective date, to all employees, agents, and officers who are responsible for compliance with the Agreement.

H. MONITORING

29. The Department shall determine compliance with the terms of this Agreement. During the term of this Agreement, the Department may review compliance with this Agreement. As part of such review, the Department may inspect Respondents' property identified in Section A of this Agreement, examine witnesses, and copy pertinent records of Respondent. Respondent agrees to provide their full cooperation in any monitoring review undertaken by the Department to ensure compliance with this Agreement.

I. REPORTING AND RECORDKEEPING

30. All required certifications and documentation of compliance must be submitted to:

U.S. Department of Housing & Urban Development
Office of Fair Housing and Equal Opportunity
ATTN: Conciliation Monitoring Unit
One Sansome Street, Suite 1200
San Francisco, CA 94104-4430

Or by email to: sf_complianceunit@hud.gov

J. CONSEQUENCES OF BREACH

31. Whenever the Department has reasonable cause to believe that Respondents have breached this Agreement, the matter shall be referred to the Attorney General of the United States, to commence a civil action in the appropriate U. S. District Court, pursuant to §§ 810(c) and 814(b)(2) of the Act.

Conciliation Agreement

NAME REDACTED v. *Logan Robinson, et al.*

HUD No.: 10-15-0230-8

COMPLAINANT'S SIGNATURE

This signature attests to the approval and acceptance of this Conciliation Agreement.

SIGNATURE REDACTED

_____ 6/12/2018
NAME REDACTED, Complainant Date

RESPONDENTS' SIGNATURES

This signature attests to the approval and acceptance of this Conciliation Agreement.



7-5-2018


Cindy Reed, on behalf of Respondent Logan Robinson,
as both the Executor of Logan Robinson's Estate and
Trustee of the Logan Dean Robinson Revocable Living
Trust

7/5/2018

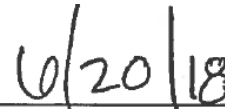
Date

RESPONDENTS' SIGNATURES

This signature attests to the approval and acceptance of this Conciliation Agreement.



Melissa Mollett, Respondent



6/20/2018

Date

APPROVAL

This signature attests to the approval and acceptance of this Conciliation Agreement.



Anné Quesada
Regional Director
Office of Fair Housing and Equal Opportunity



7/5/2018

Date